

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

Civil Action No.: 1:19-cv-00593-LCB-JLW

ZION WILLIAMSON,

Plaintiff/Counter-Defendant,

v.

**DEFENDANTS'/COUNTER-
PLAINTIFFS' PRIME
SPORTS MARKETING,
LLC'S AND GINA FORD'S
LOCAL RULE 56.1
STATEMENT OF
UNDISPUTED MATERIAL
FACTS**

**PRIME SPORTS MARKETING, LLC
and GINA FORD,**

Defendants/Counter-Plaintiffs.

Defendants/Counter-Plaintiffs **PRIME SPORTS MARKETING, LLC** and **GINA FORD**, by and through their Attorneys, and pursuant to Local Rule 56.1 of the United States District Court for the Middle District of North Carolina, respectfully assert and submit herein, that for purposes of Defendants'/Counter-Plaintiffs' **PRIME SPORTS MARKETING, LLC'S** and **GINA FORD'S** Motion for Summary Judgment, pursuant to FRCP 56, and their Memorandum of Law in

Support of same Defendants'/Counter-Plaintiffs' Motion for Summary Judgment herein, the following facts are material, are undisputed and support the granting of Defendants'/Counter-Plaintiffs' PRIME SPORTS MARKETING, LLC'S and GINA FORD'S Motion for Summary Judgment:

1. Defendant-Counter-Plaintiff GINA FORD (hereinafter "Ms. Ford") is the owner and CEO of Defendant-Counter-Plaintiff PRIME SPORTS MARKETING, LLC (hereinafter "Prime Sports"). See Defendants'/Counter-Plaintiffs' Answer with Affirmative Defenses and Counterclaims with attached Exhibits at DE 32; see also, Exhibit "A", the deposition transcript of Ms. Ford at 25: 13-15; 26: 2-7; see also, Exhibit "B", the sworn Affidavit of Ms. Ford.

2. Prime Sports is a marketing agency, and Ms. Ford is a marketing agent of Prime Sports, that represent athletes, including basketball players, for marketing, branding, endorsement and business opportunities. See Exhibit "A", *supra* at 25: 16-22; see also, Exhibit "B", *supra*.

3. Ms. Ford has represented and continues to represent athletes, including Usain Bolt, for global branding, marketing, endorsement and business opportunities. See Exhibit "A", *supra* at 25: 16-22; 38: 1-25; 39: 3-13, 21-22; 46: 14-17; see also, Exhibit "B", *supra*.

4. On April 20, 2019, in Plaintiff-Counter-Defendant Zion Williamson's (hereinafter "Williamson") home in North Carolina, Williamson entered into a

contract with Ms. Ford and Prime Sports for Ms. Ford and Prime Sports to exclusively represent Williamson for marketing purposes and further appointed Ms. Ford to be Williamson's exclusive marketing agent. See Exhibit "C", the April 20, 2019 contract between Williamson and Prime Sports (identified as Exhibit "Williamson "B" at the deposition of Williamson) and the April 20, 2019 Letter of Authorization appointing Ms. Ford to be Williamson's exclusive marketing agent (identified as Exhibit "Williamson "D" at the deposition of Williamson); see also, Exhibit "D", pictures of Williamson and Ms. Ford in Williamson's home in North Carolina at the execution by Williamson of the April 20, 2019 contract and Letter of Authorization (identified as Exhibit [REDACTED])

[REDACTED]

[REDACTED]

see also, Exhibit [REDACTED]

5. Prior to Williamson executing the April 20, 2019 contract with Prime Sports and the April 20, 2019 Letter of Authorization appointing Ms. Ford to be

his exclusive marketing agent, Williamson and his agents, to wit: [REDACTED]

[REDACTED] who act on Williamson's behalf, in their home in North Carolina [REDACTED]

[REDACTED] See Exhibit

[REDACTED] see also, Exhibit [REDACTED]

6. Prior to Williamson executing the April 20, 2019 contract with Prime Sports and executing the April 20, 2019 Letter of Authorization, Ms. Ford went over, discussed, explained and reviewed the terms and conditions of the April 20, 2019 contract with Williamson and [REDACTED]

[REDACTED] and, they [REDACTED]

[REDACTED]
See Exhibit [REDACTED]

7. Williamson and [REDACTED]

[REDACTED]
Williamson executed the April 20, 2019 Letter of Authorization by which

Williamson appointed Ms. Ford to be Williamson's exclusive marketing agent.

See Exhibit "D", *supra*; see also, Exhibit [REDACTED]

8. One of the terms and conditions that Williamson [REDACTED]

[REDACTED] Williamson executed the April 20, 2019 contract, is that Williamson, [REDACTED]

[REDACTED] agreed

"...to keep, protect and hold confidential all information shared between the parties that is related to the matters of this Agreement. Such information includes but is not limited to, any trade secrets, business plans, strategies ... concerning the Client...". See Defendants'/Counter-Plaintiffs' Answer with Affirmative Defenses and Counterclaims with attached Exhibits at DE 32; see also, Exhibit "C", *supra* at paragraph 10 of the April 20, 2019 contract; see also, [REDACTED]

[REDACTED] Ms. Ford and Prime Sports relied on these continuing material [REDACTED]

agreements by Williamson and [REDACTED] to keep and hold

confidential "...all information shared between the parties that is related to the matters of this Agreement...includes but is not limited to, any trade secrets, business plans, strategies ... concerning the Client...", and, based on this reliance, Ms. Ford and Prime Sports moved forward in representing Williamson and, based on this reliance, later on in the representation, turned over to [REDACTED] [REDACTED] on Williamson's behalf, her and Prime Sports trade secrets, information, business plans, strategies, strategic global Brand Management Strategy and strategic global branding, partnership, sponsorship, endorsement and business offers that she and Prime Sports identified, negotiated and secured on Williamson's behalf. See Exhibit "B", *supra*.

9. After execution of the April 20, 2019 contract and Letter of Authorization, Ms. Ford and Prime Sports tendered [REDACTED] to Williamson and Williamson received [REDACTED] as an advance on the April 20, 2019 contract—an advance that to date, has not been re-paid, returned or given back by Williamson to Ms. Ford or Prime Sports. See Exhibit [REDACTED] see also, Exhibit [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
See Exhibit [REDACTED]

[REDACTED]

10. It was the intent and desire of Williamson to be marketed [REDACTED]

[REDACTED]

11. Williamson [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Williamson and his mother and stepfather, who were present when Williamson signed with Ms. Ford and Prime Sports, agreed that Ms. Ford and Prime Sports were the best suited to serve as his marketing agent and agency and they all agreed that Williamson sign with Ms. Ford and Prime Sports. See Exhibit

[REDACTED]

12. On April 20, 2019, at Williamson's North Carolina home, Ms. Ford met with Williamson, his mother and stepfather and discussed/explained to Williamson, and to his mother and stepfather, her and Prime Sports' strategic global branding/partnership ideas to further the global branding of Williamson with [REDACTED] and other global/international companies/brands, as well as, her and Prime Sports' strategic "out-of-the-box" branding/partnership ideas and strategic global partnership alignments, including her strategic business partnership and branding idea of Williamson owning his own athletic shoe company/brand for which Ms. Ford already had an investor lined up, [REDACTED] -- an investor, as she explained to Williamson and his mother and stepfather, who was and is an investor in Usain Bolt's scooter company as well as other global companies including Uber. See [REDACTED]

[REDACTED]

13. During the April 20, 2019 meeting with Williamson and his mother and stepfather in their North Carolina home, [REDACTED]

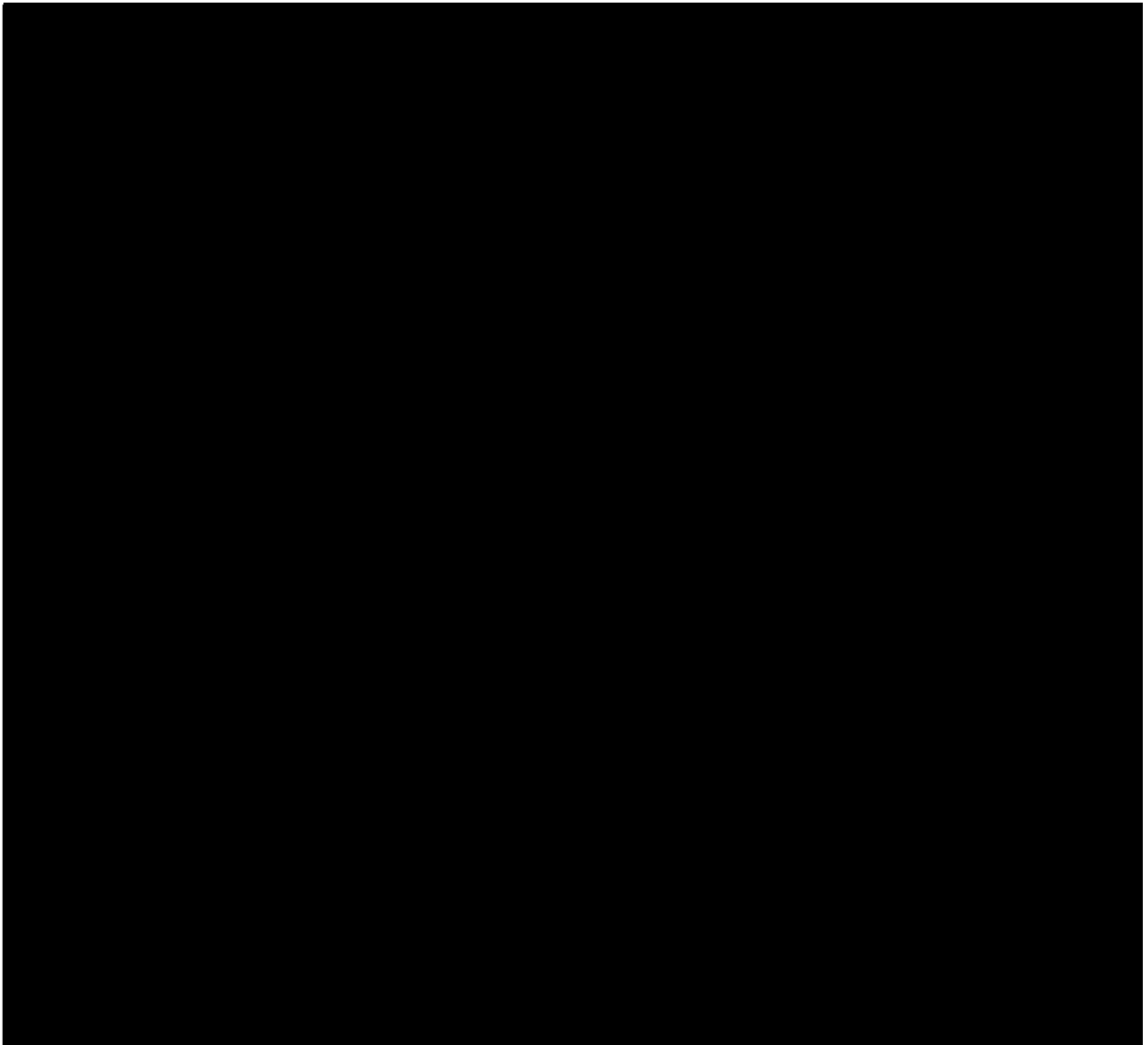
[REDACTED]

[REDACTED]

[REDACTED] During that April 20, 2019 meeting with Williamson and his parents in their North Carolina home, Ms. Ford explained her concern for Williamson's branding potential if Williamson was being compared to Lebron James and being called "the next Lebron". See Exhibit [REDACTED] To that end, during the April 20, 2019 meeting with Williamson and his parents, and continuing thereafter, Ms. Ford strategized with Williamson and his parents that Williamson needed to be branded not as the "next" anyone, but rather to step out of the shadows of any other basketball player, actively playing or retired, and to be the "First Zion Williamson". [REDACTED] To that end, Ms. Ford also discussed her strategic global branding idea, method, strategy and formula of [REDACTED]— meaning that every single branding/sponsorship/endorsement/business opportunity should yield Williamson [REDACTED] for domestic, international and global long-term branding to make Williamson the "First Zion Williamson", to make him a global brand, to step out from any other player's shadow and to make and keep him as a global brand even after retirement from playing basketball—just like Ms. Ford successfully achieved for Usain Bolt. See Exhibit [REDACTED]

14. During the April 20, 2019 meeting with Williamson and his parents,

[REDACTED]



15. During the April 20, 2019 meeting with Williamson and his parents, Williamson's parents also advised Ms. Ford that [REDACTED]

[REDACTED]

See Exhibit [REDACTED]

[REDACTED] see also, Plaintiff's Answer to Defendants' Counterclaims at DE 33, ¶76;

see also, Exhibit [REDACTED] They also

advised her that they [REDACTED]

[REDACTED] for the sole purpose of securing an NBA/sports agent. See id. Ms. Ford, individually and on behalf of Prime Sports, relied on these material representations [REDACTED]

[REDACTED] based on this reliance, Ms. Ford and Prime Sports moved forward in representing Williamson for marketing and branding. See id.

16. From April 20, 2019 and continuing to May 1, 2019, Williamson's parents advised Ms. Ford that [REDACTED]

[REDACTED]
See Exhibit [REDACTED] Ms. Ford, individually and on behalf of Prime Sports, relied on these material representations [REDACTED]

based on this reliance, Ms. Ford and Prime Sports moved forward in representing Williamson for marketing and branding. See id.

17. From April 20, 2019 and continuing to May 31, 2019, Williamson's [REDACTED] served and acted as Williamson's agents/servants/points of contact through whom Ms. Ford and Prime Sports were directed by Williamson to communicate with/provide/advise as to any and all of Ms. Ford's and Prime Sports' ideas, strategies, offers, partnership ideas, branding ideas, sponsorships, endorsements, business opportunities, marketing communications and the like for Williamson as his [REDACTED] [REDACTED] were acting on Williamson's behalf. See [REDACTED] [REDACTED]

18. As Williamson's marketing agent, Ms. Ford [REDACTED] Williamson's appearance and interview with *Slam* magazine for which Williamson was featured on the cover and was featured in a photo shoot spread and interview in the magazine—the photo shoot for which occurred on April 28, 2019 at Duke University where Ms. Ford appeared with Williamson for the photo shoot. See Exhibit [REDACTED] see also, Exhibit [REDACTED] see also, Exhibit [REDACTED]

[REDACTED] [REDACTED] see also, Exhibit "J", pictures of Williamson, Ms. Ford and Coach Krzyzanski at Duke University during the *Slam* magazine photo shoot (identified as Exhibit [REDACTED] [REDACTED] and the *Slam* magazine interview and photo spread (identified as Exhibit [REDACTED] [REDACTED] Thereafter, on May 1, 2019 and continuing into May 2, 2019, Ms. Ford worked

19. Part of Ms. Ford's and Prime Sport's "out-of-the-box" and global branding of Williamson was the offer that Ms. Ford and Prime Sports secured for Williamson for him to own his own athletic shoe company and have his own athletic shoe for which [REDACTED] as the investor of Williamson's proposed shoe company offered Williamson a \$100,000,000.00 advance. See Exhibit [REDACTED]

[REDACTED]

To that end, during

the time of the *Slam* magazine photo shoot on or about April 28, 2019,

[REDACTED]

20. As Ms. Ford and Prime were directed by Williamson [REDACTED] [REDACTED] to provide them with any and all offers, ideas, marketing offers/ideas, branding offers/ideas, partnership offers/ideas, business offers/ideas, sponsorships, endorsements and the like that she and Prime Sports were working on and/or secured for Williamson as Ms. Ford and Prime Sports were developing, identifying, negotiating and/or securing same, on May 5, 2019 and May 8, 2019 Ms. Ford sent Williamson [REDACTED] the branding and partnership initial offer totaling [REDACTED] from global trading card and memorabilia companies [REDACTED] that Ms. Ford and Prime Sports had secured for Williamson. See Exhibit [REDACTED]

[REDACTED]

21. Subsequent to the initial offer to Williamson from [REDACTED] that Ms. Ford secured on Williamson's behalf, Ms. Ford then secured an increased offer from [REDACTED] totaling [REDACTED] for Williamson that was to be detailed in the anticipated initial draft of the contract. See Exhibit [REDACTED]

22. Unbeknownst to Ms. Ford or Prime Sports, in April 2019 and continuing into May of 2019, while Ms. Ford and Prime Sports were Williamson's

marketing agent/agency and working on the global branding and marketing of Williamson, [REDACTED]

[REDACTED] securing the *Hobbs and Shaw* commercial for Williamson, as well as identifying and negotiating other

offers with brands/companies, Williamson [REDACTED]

engaging in ongoing communications with [REDACTED]

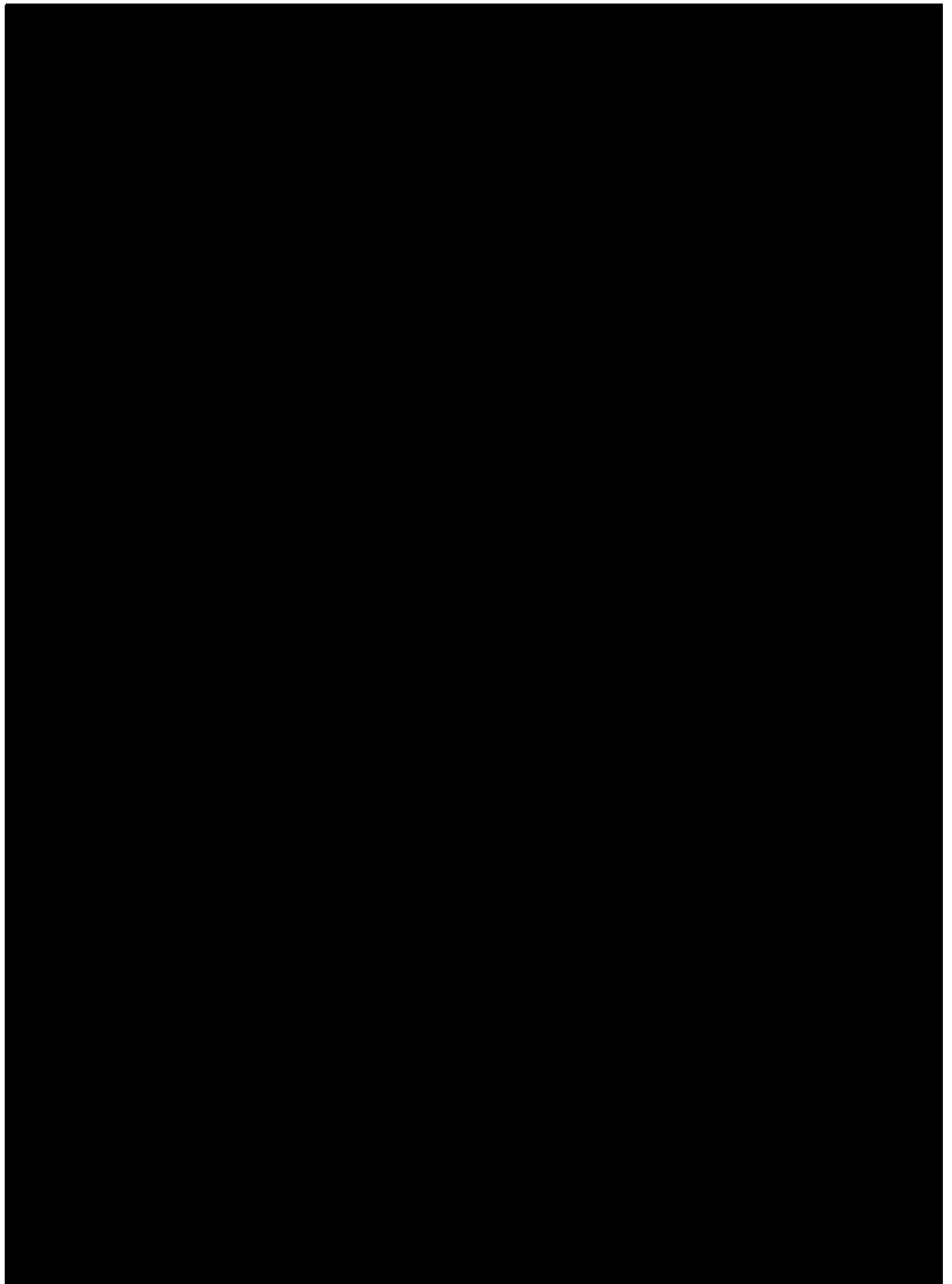
Creative Artists Agency (hereinafter "CAA") and Williamson [REDACTED]

[REDACTED] were having continuing meetings with [REDACTED]

[REDACTED] CAA regarding [REDACTED] representation

of Williamson [REDACTED]

[REDACTED]



[REDACTED]

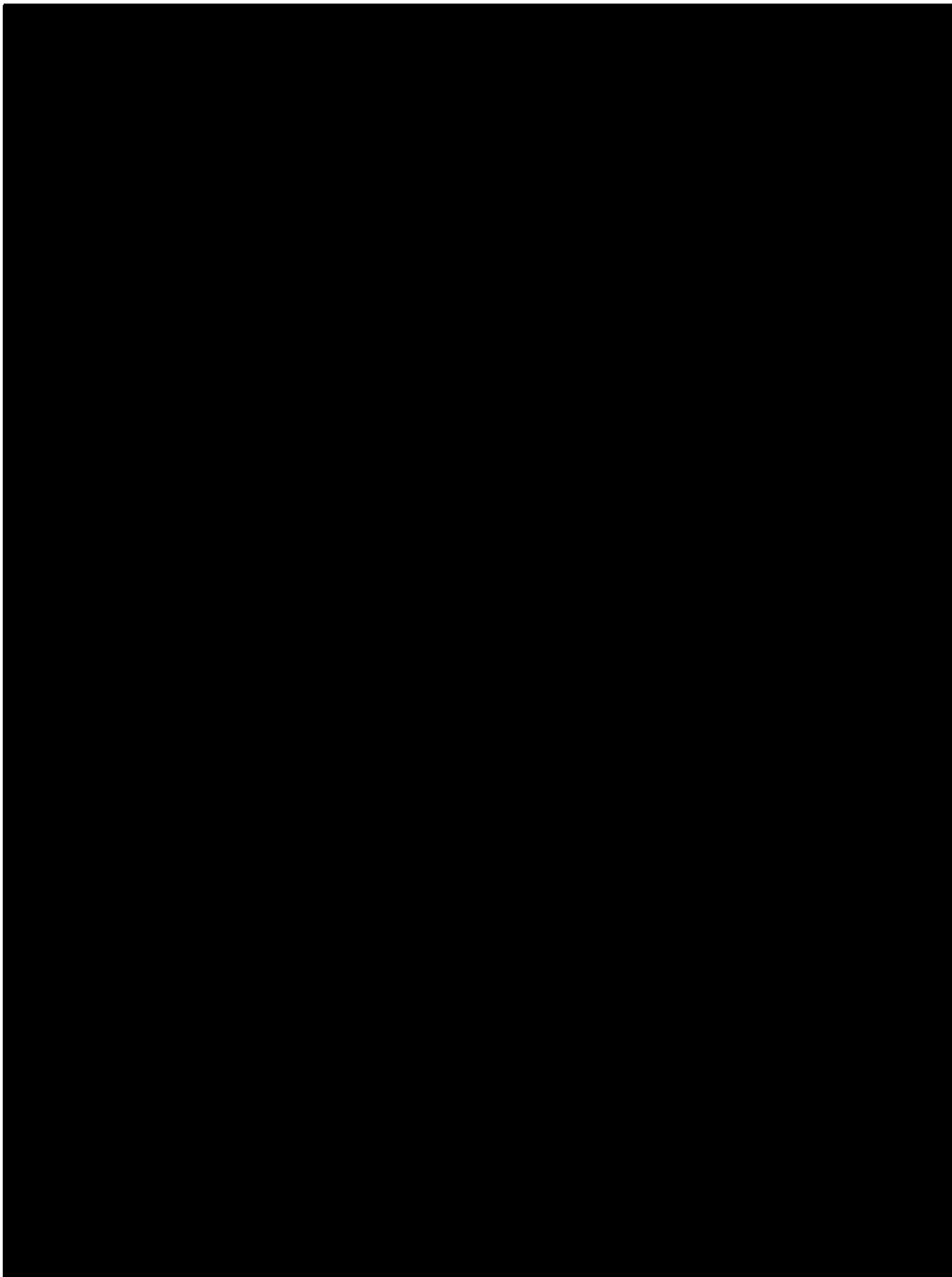
23. Neither Williamson nor [REDACTED]

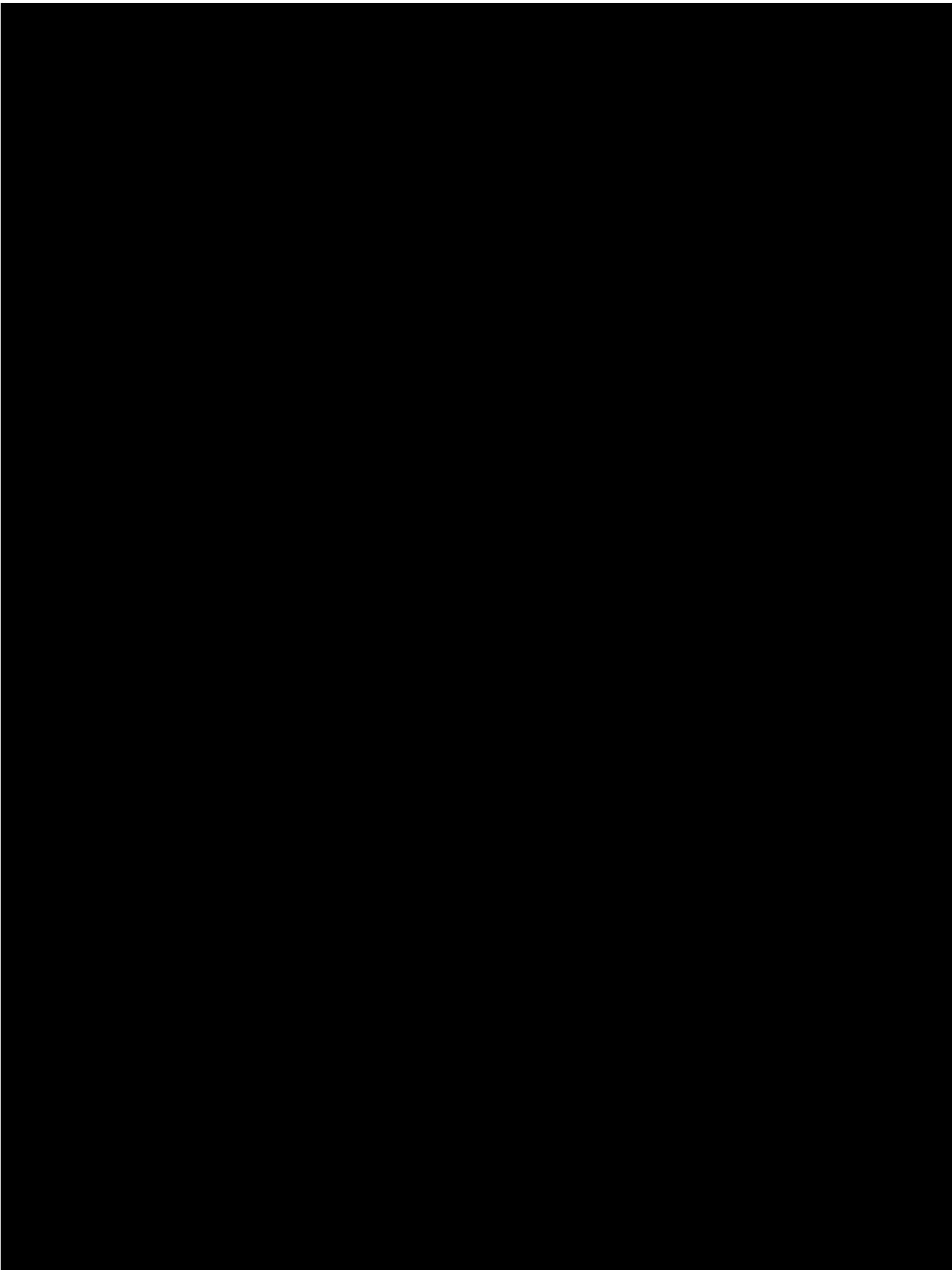
[REDACTED]

[REDACTED]

[REDACTED]

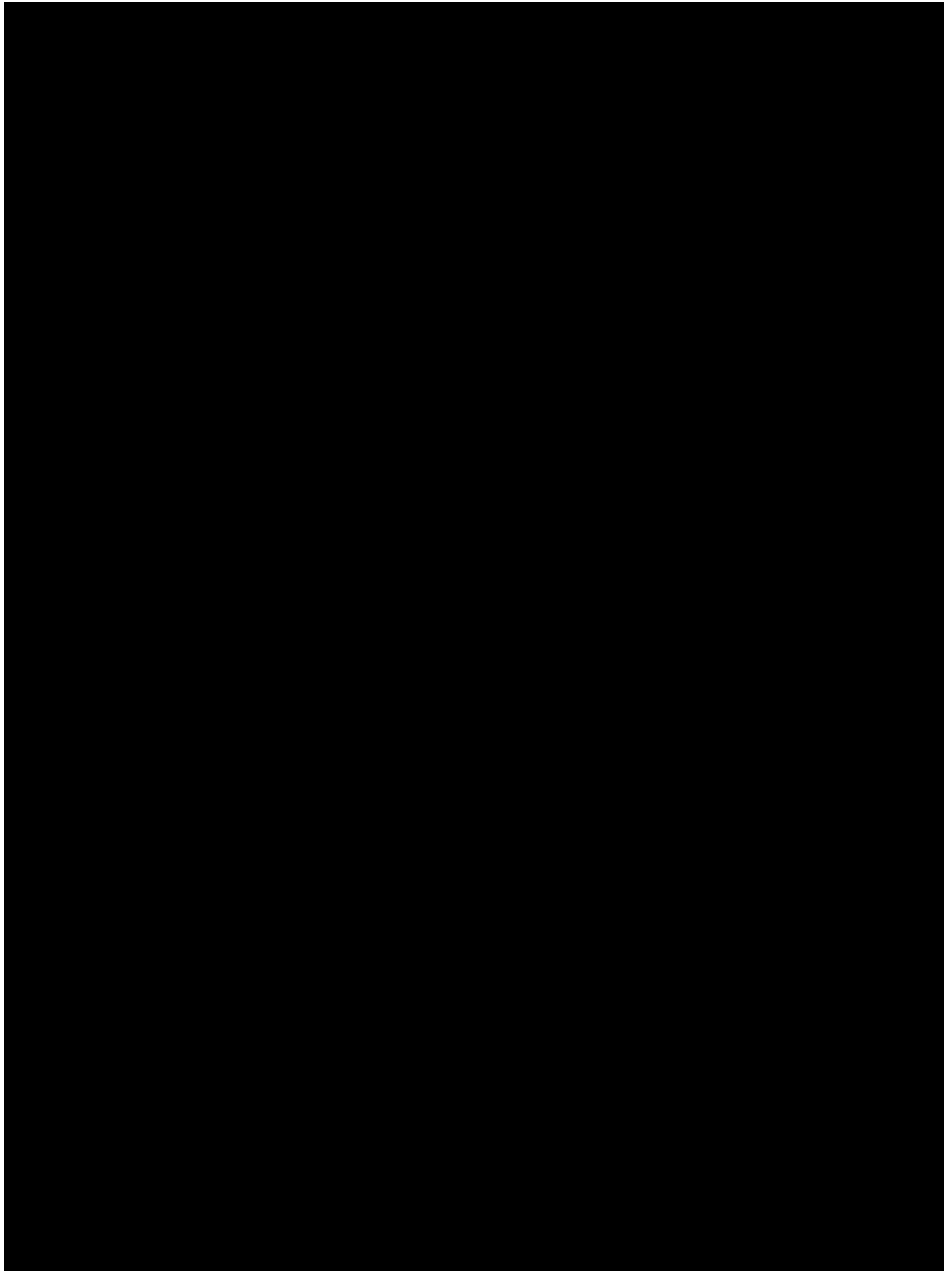
[REDACTED]





[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED] Ms. Ford and Prime Sports continued to identify, research, negotiate and secure strategic and global marketing, branding, endorsement and business opportunities for Williamson which Ms. Ford presented to Williamson [REDACTED] on behalf of Williamson, and, on May 6, 2019, Ms. Ford presented Williamson [REDACTED] with an opportunity for Williamson to work with the internationally known [REDACTED] series. See [REDACTED]

[REDACTED]

32. On May 6, 2019, Ms. Ford presented Williamson [REDACTED] with an opportunity for Williamson to have a global marketing deal and strategic partnership alignment with a Canadian company—a Canadian company called Biosteel that Ms. Ford presented to Williamson as a branding and partnership opportunity. See Exhibit [REDACTED] see also, Exhibit [REDACTED] This global branding opportunity with Biosteel was one of Ms. Ford's and Prime's out-of-the-box strategic global branding ideas she identified, researched, created, negotiated and secured for Williamson. See Exhibits [REDACTED]

[REDACTED]

from Gatorade, Fanatics, Panini and NBA 2K to Williamson secured by Ms. Ford and Prime Sports (identified as Exhibit [REDACTED] see also, Exhibit [REDACTED] This global branding offer/partnership opportunity for Williamson with Biosteel that Ms. Ford secured for Williamson was ultimately pursued by CAA once CAA signed Williamson. See Exhibit [REDACTED]

[REDACTED]

33. On May 7, 2019, Ms. Ford messaged Williamson [REDACTED] to advise that Ms. Ford and Prime had two additional strategic branding paid opportunities for Williamson that she wanted to present. See Exhibit [REDACTED] These two paid offers were from NBA Live/EA Sports and NBA 2K. See Exhibit [REDACTED]

34. From the end of April 2019 and continuing to on or about May 13, 2019, Ms. Ford as Williamson's marketing agent was in ongoing negotiations with NBA Live/EA Sports regarding an offer for Williamson from which a partnership/endorsement offer was made by EA Sports on or about May 13, 2019.

[REDACTED]

[REDACTED] This EA offer secured by Ms. Ford for Williamson was pursued by CAA

after CAA contacted EA Sports to advise EA Sports that CAA represented Williamson for marketing. See Exhibit [REDACTED]

35. In early May 2019, Ms. Ford was engaging in ongoing negotiations for a branding/endorsement/partnership offer and opportunity for Williamson with [REDACTED] from NBA 2K which resulted in an offer being made by NBA 2K for Williamson. See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

See Exhibit [REDACTED]

[REDACTED]

36. On May 14, 2019, the 2019 NBA Draft Lottery took place in Chicago, Illinois to determine which NBA team would have first pick at the 2019 NBA Draft and Williamson and his family appeared at the Lottery. See [REDACTED]

[REDACTED]

[REDACTED]

37. Ms. Ford also appeared at the May 14, 2019 NBA Draft Lottery and during that Lottery weekend on May 12, 2019 and May 13, 2019, Ms. Ford attempted, as Williamson's marketing agent, to meet with Williamson and his family to discuss and go over what Ms. Ford had been working on for Williamson.

See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

39. Unbeknownst to Ms. Ford, Williamson, [REDACTED]

[REDACTED] at the Draft Lottery in Chicago with [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] when Ms. Ford was Williamson's marketing agent and Prime Sports was Williamson's marketing agency. See

Exhibit

[REDACTED]

[REDACTED]

40.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] neither
Williamson nor [REDACTED] told Ms. Ford or Prime Sports that they
intended to terminate her and Prime Sports, and, Ms. Ford Ms. Ford was and
continued to be Williamson's marketing agent and Prime Sports was and continued
to be Williamson's marketing agency. See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

46. On May 17, 2019, continuing to work on behalf of Williamson, and as part of her and Prime Sports' strategic global long-term branding and partnership alignment of Williamson, Ms. Ford messaged Williamson [REDACTED] asking that Williamson [REDACTED] call her as Ms. Ford had secured an offer from Mercedes Benz where Mercedes Benz was offering Williamson a [REDACTED] See Exhibit

[REDACTED] Ms. Ford specifically and strategically aligned Williamson with Mercedes Benz and with an offer of a [REDACTED] as part of her global branding of Williamson as a sophisticated, elegant man and athlete. See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

47. In response, on May 17, 2019 [REDACTED]

[REDACTED]

48. On May 22, 2019, Ms. Ford emailed Williamson [REDACTED] six (6) global branding endorsement and partnership offers and opportunities that she had identified, secured and was negotiating for Williamson with Biosteel (the Canadian company), Call of Duty/Activision, NBA Live (EA Sports), Fanatics/Panini, Gatorade and NBA 2K and advised [REDACTED] that Ms. Ford had other offers and opportunities from companies with whom she was still having discussions. See

[REDACTED]

[REDACTED]

49. Unbeknownst to Ms. Ford and Prime Sports at the time, on the very same May 22, 2019 Williamson [REDACTED] Ms. Ford's May 22, 2019 email [REDACTED] with Prime Sports' attached global branding endorsement and partnership summaries/offers she and Prime Sports secured for Williamson with Biosteel, Call of Duty/Activision, NBA Live (EA Sports), Fanatics/Panini, Gatorade and NBA 2K. See [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

50. On May 22, 2019 when Williamson [REDACTED] Ms. Ford's May 22, 2019 email [REDACTED] with Prime Sports' attached global branding endorsement and partnership summaries/offers she and Prime Sports secured for Williamson with Biosteel, Call of Duty/Activision, NBA Live (EA Sports), Fanatics/Panini, Gatorade and NBA 2K, Ms. Ford was still Williamson's marketing agent and Prime Sports was still Williamson's marketing agency. See Exhibit [REDACTED] Exhibit "V", *supra* – the May 31, 2019 termination email from Williamson to Ms. Ford.

51. On May 22, 2019 when Williamson [REDACTED] Ms. Ford's May 22, 2019 email [REDACTED] with Prime Sports' attached global branding endorsement and partnership summaries/offers she and Prime Sports secured for Williamson with Biosteel, Call of Duty/Activision, NBA Live (EA Sports),

Fanatics/Panini, Gatorade and NBA 2K, Williamson had not signed any contract with CAA for CAA to represent Williamson in any capacity—not a NBA/Sports agent contract with Brown nor a marketing contract with CAA. See Exhibit [REDACTED]

[REDACTED]

52. On May 22, 2019 when Ms. Ford emailed Williamson [REDACTED] her and Prime Sports' global branding endorsement and partnership summaries/offers she and Prime Sports secured for Williamson with Biosteel, Call of Duty/Activision, NBA Live (EA Sports), Fanatics/Panini, Gatorade and NBA 2K, Ms. Ford was unaware that Williamson and his parents had been meeting with CAA [REDACTED]

[REDACTED] and was unaware of any intent of Williamson [REDACTED] terminate her or Prime Sports. See Exhibit [REDACTED] *supra*. Had Ms. Ford known these facts, she would have never turned over her and Prime Sports' strategic global branding endorsement and partnership summaries/offers she and Prime Sports secured for Williamson with Biosteel, Call of Duty/Activision, NBA Live (EA Sports), Fanatics/Panini, Gatorade and NBA 2K that she and Prime Sports created, authored, compiled, strategized, researched,

identified, strategically compiled, formulated, negotiated and/or secured using her and Prime Sports' methods, ideas and proprietary information that was uniquely and strategically created and compiled for Williamson and for the global branding and marketing of Williamson. See Exhibit [REDACTED]

[REDACTED] Ms. Ford and Prime Sports never consented to or gave any permission or authority for Williamson [REDACTED]

[REDACTED] to provide them to [REDACTED] See Exhibit [REDACTED]

54. As of May 23, 2019, Ms. Ford was never told in any fashion by Williamson, his mother or his stepfather to stop any negotiations, communications or contact with companies for partnership, branding, endorsement, sponsorships or business opportunity offers or proposals on Williamson's behalf nor was any such cease negotiations instruction ever provided to her or Prime Sports in any written form. See Exhibit [REDACTED] see also, Exhibit [REDACTED]

55. On May 22, 2019, [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

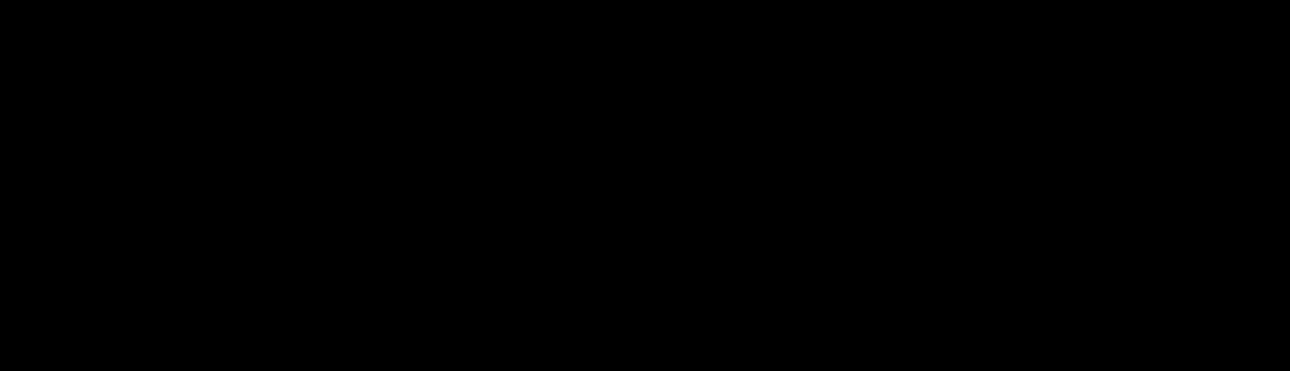
[REDACTED]

[REDACTED]

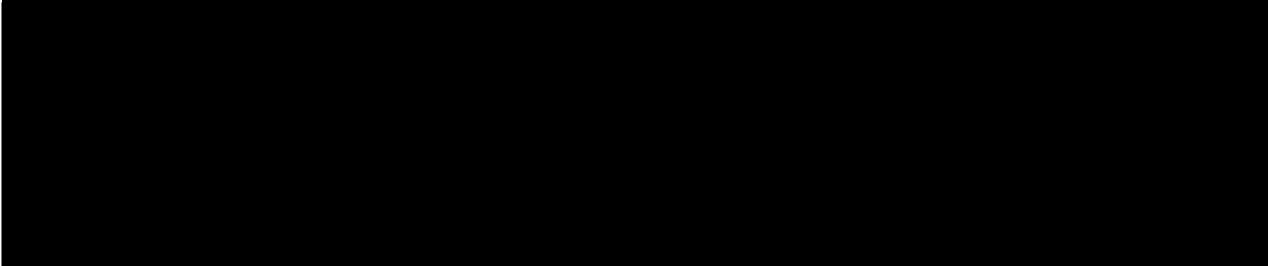
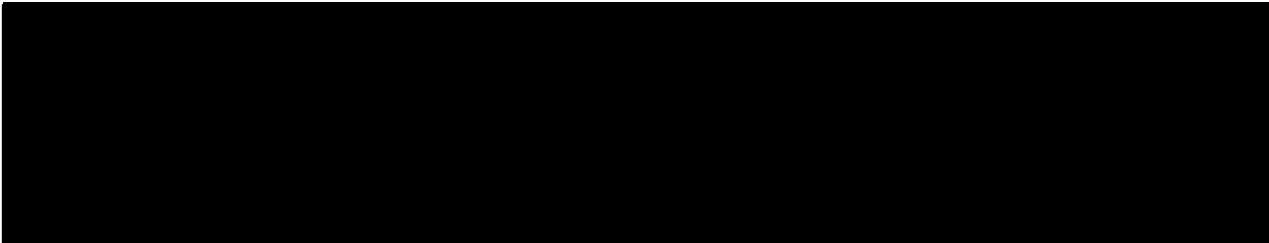
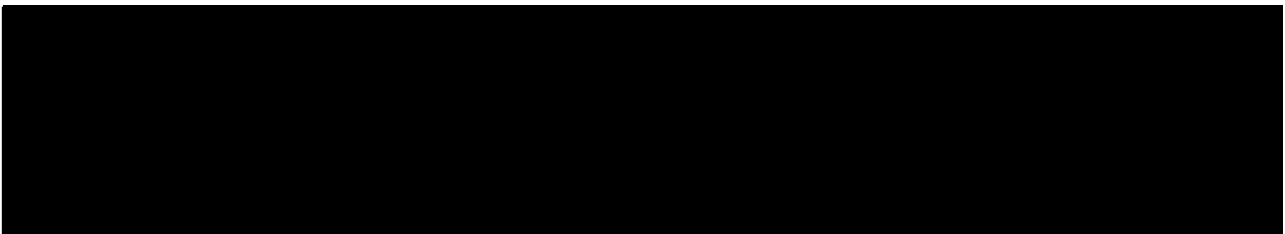
[REDACTED]

[REDACTED]

[REDACTED]



59. As part of Ms. Ford's and Prime Sports' global and "out-of-the-box" strategic branding and marketing for Williamson, Ms. Ford secured Williamson his first nationally televised commercial with Universal for which, in exchange for monetary compensation, Williamson appeared in the promotional commercial for the nationally and internationally distributed *Fast and Furious: Hobbs & Shaw* movie starring Dwayne "The Rock" Johnson and Jason Stratham. See Exhibit



furtherance of Williamson's appearance, on May 17, 2019, Ms. Ford emailed

Williamson [REDACTED]

[REDACTED]

60. Williamson appeared for the shooting of the *Hobbs & Shaw* movie promotional commercial in Los Angeles [REDACTED] for which Williamson for compensation in the amount of [REDACTED] See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

61. For Williamson's appearance at the shooting of the promotional commercial for *Hobbs and Shaw*, Ms. Ford and Prime Sports [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

62. After the *Hobbs and Shaw* commercial shoot, on [REDACTED] Ms. Ford met with Williamson [REDACTED] and presented him with, went over, discussed and explained to him Prime Sports' strategic global Brand Management Strategy with strategic global branding and partnership alignments for Williamson that Ms. Ford and Prime Sports created, authored, compiled, strategized, researched, identified, strategically compiled, formulated and/or otherwise complied her and Prime Sports' methods, ideas and proprietary information that was uniquely and strategically created and compiled for Williamson and for the global branding and marketing of Williamson. See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] see also, Exhibit [REDACTED] see also,
Plaintiff's Answer to Ms. Ford's and Prime Sports' Counterclaims at DE 33. In
turn, Williamson [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

63. While Williamson in his Answer to Ms. Ford's and Prime Sports' Counterclaims states that Williamson's stepfather received a "list" of companies and brands, it is admitted [REDACTED] that the "list" referred to in Plaintiff's Answer is, in fact, the actual hard copy, ten-page Brand Management Strategy that Ms. Ford gave [REDACTED] that [REDACTED] received on behalf of Williamson and that

Ms. Ford went through, explained and discussed with [REDACTED] on Williamson's behalf

[REDACTED] See DE 33, *supra* at ¶89; see also, Exhibit [REDACTED]

[REDACTED] In fact,

[REDACTED]

64. Ms. Ford gave Williamson [REDACTED]
strategic global Brand Management Strategy for Williamson [REDACTED]

[REDACTED]

65. At the time that Ms. Ford gave a copy of, went over, discussed and presented her and Prime Sports' strategic global Brand Management Strategy that Ms. Ford and Prime Sports created, authored, compiled, strategized, researched, identified, strategically compiled and/or otherwise compiled her and Prime Sports' methods, ideas and proprietary information that was uniquely and strategically created, formulated and compiled for Williamson and for the global branding and marketing of Williamson to Williamson [REDACTED] Ms. Ford was unaware that Williamson and his parents had been meeting with CAA [REDACTED]

[REDACTED] was unaware of any intent of Williamson [REDACTED] to terminate her or Prime Sports. See Exhibit [REDACTED] Had Ms. Ford known these facts, she would have never turned over her and Prime Sports' strategic global Brand Management Strategy that she and Prime Sports created, authored, compiled, strategized, researched, identified, strategically compiled, formulated and/or otherwise complied her and Prime Sports' methods, ideas and proprietary information that was uniquely and strategically created and compiled for Williamson and for the global branding and marketing of Williamson. See Exhibit [REDACTED] see also, Ms. Ford's and Prime Sports' Answer with Affirmative Defenses and Counterclaims to Plaintiff's First Amended Complaint with Exhibits at DE 32.

66. At the time At the time that Ms. Ford gave a copy of, went over, discussed and presented her and Prime Sports' strategic global Brand Management Strategy that Ms. Ford and Prime Sports created, authored, compiled, strategized, researched, identified, strategically compiled, formulated and/or otherwise complied her and Prime Sports' methods, ideas, strategies, formulas and proprietary information that was uniquely and strategically created, formulated and compiled for Williamson, and for the global branding and marketing of Williamson, to Williamson [REDACTED] Williamson [REDACTED] had advised Ms.

Ford that Williamson was looking only for a NBA/Sports agent and that Williamson and his parents wanted to create Williamson's team with a NBA/Sports agent and with Ms. Ford and Prime Sports serving as Williamson's marketing/branding/endorsements agent and agency. See Exhibit [REDACTED] see also, Ms. Ford's and Prime Sports' Answer with Affirmative Defenses and Counterclaims to Plaintiff's First Amended Complaint with Exhibits at DE 32. At this time, [REDACTED]

[REDACTED] Had Ms. Ford known these facts, she would not have given, provided a copy of, went over or discussed her and Prime Sports' strategic global Brand Management Strategy that Ms. Ford and Prime Sports created, authored, compiled, strategized, researched, identified, formulated, strategically compiled and/or otherwise complied her and Prime Sports' methods, ideas, formulas and proprietary information that was uniquely and strategically created, formulated and compiled for Williamson, and for the global branding and

marketing of Williamson to Williamson [REDACTED] See Exhibit [REDACTED] *supra*; see also, DE 32, *supra*.

67. During this trip in [REDACTED] for Williamson's *Hobbs and Shaw* commercial shoot, and after Ms. Ford gave Williamson [REDACTED] her and Prime Sports' strategic global Brand Management Strategy for Williamson on [REDACTED] 2019, and after Ms. Ford had already emailed Williamson [REDACTED] on May 22, 2019, the then secured strategic global branding, partnerships, sponsorships, endorsements and business opportunities, Williamson [REDACTED]

[REDACTED]

[REDACTED]

68. Williamson and [REDACTED] took and used Ms. Ford's and Prime

Sports's unique and strategic global branding idea, concept, theme, structure, method, strategy and formula specifically designed for Williamson and used same in Williamson's campaign, ad, commercial, branding plan with and for [REDACTED]

[REDACTED] without Ms. Ford's or Prime Sports' permission or authority and without due compensation to Ms. Ford or Prime Sports. See Exhibit [REDACTED] see also,

Exhibit [REDACTED]

[REDACTED] To that end, strategic and specific to Williamson, is Ms. Ford's and PSM's global brand building formula, technique, idea, strategy, concept and method about Williamson being the "First Zion Williamson" and not being compared to or being referenced as the "next LeBron" or any other basketball player. See Exhibit [REDACTED] During the April 20, 2019 meeting with Williamson and his mother and stepfather in their North Carolina home, [REDACTED]

[REDACTED] See id; Exhibit [REDACTED] Ms. Ford explained her concern for Williamson's branding

potential if Williamson was being compared to LeBron James and being called the "next LeBron" and she discussed and presented to them her strategic global branding and business strategy, formula, concept and idea that Williamson needed to be branded not as the "next" anyone, but rather to step out of the shadows of any other basketball player, actively playing or retired, and to be the "First Zion

Williamson". See Exhibit [REDACTED] To that end, Ms. Ford discussed her and Prime Sports' unique and specific strategic global branding idea, method, strategy, concept and formula of [REDACTED] and discussed how this formula would [REDACTED] [REDACTED] for domestic, international and global long-term branding to make Williamson the "First Zion Williamson", to make him a global brand, to step out from any other player's shadow and to make and keep him as a global brand even after retirement from playing basketball—just like Ms. Ford successfully achieved for Usain Bolt and just like [REDACTED] See Exhibit [REDACTED] This unique and specifically created business formula, method, technique, strategy, idea, concept, formula and compilation of Williamson being the "First Zion Williamson" was taken by Williamson and used/implemented, [REDACTED] [REDACTED] with his partnership/branding/endorsement/sponsorship deal and contract with [REDACTED] See Exhibit [REDACTED]

69. Ms. Ford and Prime Sports never agreed to, consented to, gave permission or authority to Williamson, [REDACTED] to provide [REDACTED] [REDACTED] or any other third party/entity with a copy of her and Prime Sports' strategic global Brand Management Strategy that she and Prime Sports created, authored, compiled, strategized, researched, identified, strategically compiled, formulated and/or otherwise complied her and Prime Sports' methods, ideas, formulas and proprietary information that was uniquely and strategically

created and compiled for Williamson and for the global branding and marketing of Williamson. See Exhibit [REDACTED]

70. Among other strategic formulas, ideas, methods, strategies, strategic partnerships, strategic alignments and/or compilations of Ms. Ford and Prime Sports that are contained in their strategic global Brand Management Strategy for Williamson, Ms. Ford and Prime Sports strategically aligned Williamson for global branding endorsements and partnerships with Biosteel, EA Sports, NBA 2K, Gatorade, Mercedes Benz, Fanatics and Panini and Beats by Dre. See Exhibit [REDACTED]

[REDACTED] At the time that Ms. Ford gave, provided a copy of, went over and discussed her and Prime Sports' strategic global Brand Management Strategy for Williamson with Williamson [REDACTED] after the *Hobbs and Shaw* commercial shoot, Ms. Ford had already identified, negotiated, secured and presented offers to Williamson, via Williamson [REDACTED] on his behalf, with Biosteel, EA Sports, Fanatics/Panini, NBA 2K, Gatorade and Mercedes Benz. See Exhibit [REDACTED]
[REDACTED]

71. As stipulated to by Williamson, CAA and Williamson pursued these offers/opportunities for Williamson with [REDACTED]
[REDACTED] when CAA signed Williamson and [REDACTED]

Williamson consummated contracts with [REDACTED]

[REDACTED] for Williamson's financial compensation under CAA representation. See Exhibit [REDACTED]

[REDACTED]

72. On May 24, 2019, after Ms. Ford provided a copy of, explained and discussed Ms. Ford's and Prime Sports' strategic global Brand Management Strategy for Williamson [REDACTED] with Williamson [REDACTED] after Ms. Ford emailed Williamson [REDACTED] on May 22, 2019 with the strategic global branding endorsement and partnership summaries/offers that she and Prime Sports secured for Williamson with Biosteel, Call of Duty/Activision, NBA Live (EA Sports), Fanatics/Panini, Gatorade and NBA 2K, after Williamson [REDACTED] (unbeknownst to Ms. Ford at that time) emailed [REDACTED] May 22, 2019 email with the attached strategic global branding endorsement and partnership summaries/offers that she and Prime Sports secured for Williamson with Biosteel, Call of Duty/Activision, NBA Live (EA Sports), Fanatics/Panini, Gatorade and NBA 2K, after [REDACTED] (unbeknownst to Ms. Ford at that time)

[REDACTED]

[REDACTED]

[REDACTED] and performance of the *Hobbs and Shaw* commercial shoot, did Williamson [REDACTED] then send Ms. Ford an email stating that Ms. Ford should “refrain from speaking to any brands or brand sponsors concerning Zion Williamson until further notified”. See Exhibit “FF”, the May 24, 2019 email from Williamson [REDACTED] to Ms. Ford (identified as Exhibit [REDACTED] see also, Exhibit [REDACTED] *supra* at [REDACTED]

73. [REDACTED]

[REDACTED]

[REDACTED]

74. Ms. Ford was never told or instructed in any fashion, verbal or written, by Williamson, Williamson's mother or Williamson's stepfather prior to this May 24, 2019 email, to ever cease or refrain from communicating, contacting or negotiating with brands/companies on Williamson's behalf. See Exhibit [REDACTED] *supra*; see also, Exhibit [REDACTED] see also, Exhibit [REDACTED] Once Ms. Ford received Williamson [REDACTED] May 24, 2019 email, Ms. Ford and Prime Sports ceased communicating and negotiating with brand sponsors/companies on behalf of Williamson. See Exhibit [REDACTED] At the time of this May 24, 2019 email, Ms. Ford and Prime Sports had already negotiated and secured additional global strategic partnerships, sponsorships, endorsements and business opportunities for Williamson that Ms. Ford had not yet presented to Williamson. See id. at [REDACTED] see also, Exhibit [REDACTED]

75. At the time of Williamson [REDACTED] May 24, 2019 email advising Ms. Ford to refrain from speaking to brands or brand sponsors on Williamson's behalf, Williamson did not terminate Ms. Ford or Prime Sports and Ms. Ford was still Williamson's marketing agent and Prime Sports was still his marketing agency. See Exhibit "V", *supra*.

[REDACTED]

78. On May 30, 2019, Williamson received his compensation for his performance in the *Hobbs and Shaw* commercial via a bank wire transfer from Prime Sports in Florida to Williamson's mother's bank account on Williamson's behalf. See Exhibit [REDACTED] see also, Exhibit [REDACTED] see also, Exhibit [REDACTED] see also, Exhibit [REDACTED]

79. On [REDACTED] unbeknownst to Ms. Ford or Prime Sports at that time, Williamson entered into contract with [REDACTED] to serve as Williamson's NBA/Sports agent. See Exhibit [REDACTED]

[REDACTED]

[REDACTED] Williamson signed the NBA/sports agent contract with [REDACTED] of CAA on [REDACTED]

[REDACTED]

[REDACTED] See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

80. On May 30, 2019, having seen the worldwide public announcement by CAA that CAA had signed Williamson, Ms. Ford messaged Williamson [REDACTED]

[REDACTED]

[REDACTED] At that time on May 30, 2019, Ms. Ford was still Williamson's marketing agent and Prime Sports was still Williamson's marketing agency as Williamson had not terminated Ms. Ford or Prime Sports. See Exhibit "V", *supra*. At that time, Ms. Ford was unaware that CAA had signed Williamson [REDACTED] nor that Williamson was going to terminate her and Prime Sports to be solely represented by CAA for marketing. See Exhibit [REDACTED]

81. As Ms. Ford and Prime Sports had other additional branding and partnership offers that she and Prime Sports had already secured on behalf of Williamson prior to Williamson [REDACTED] May 24, 2019 email advising Ms. Ford

[REDACTED]

[REDACTED]

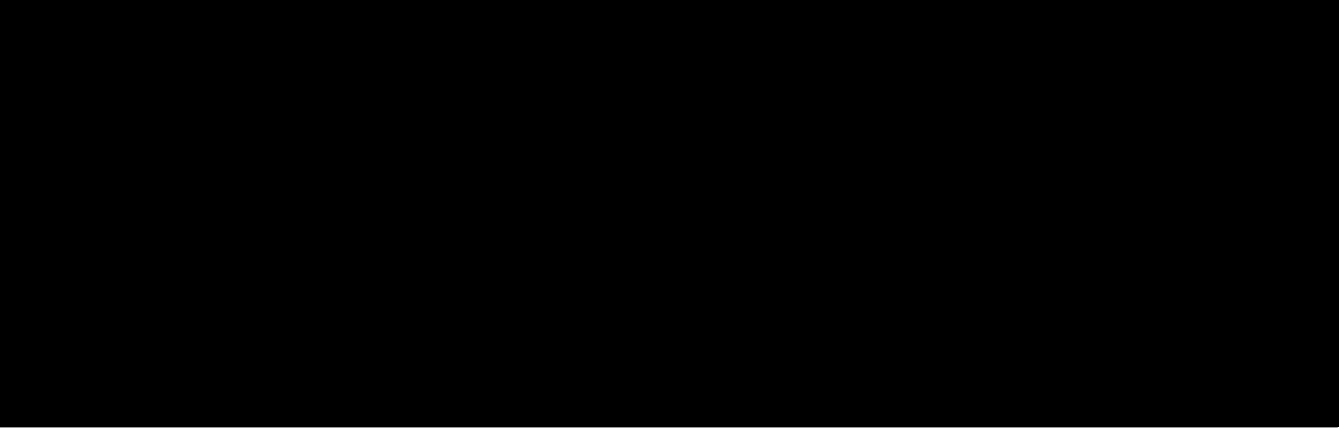
82. On May 31, 2019, Ms. Ford, unaware that Williamson signed with CAA [REDACTED], and not aware that she and Prime Sports were going to be terminated, Ms. Ford messaged Williamson, [REDACTED]

[REDACTED]

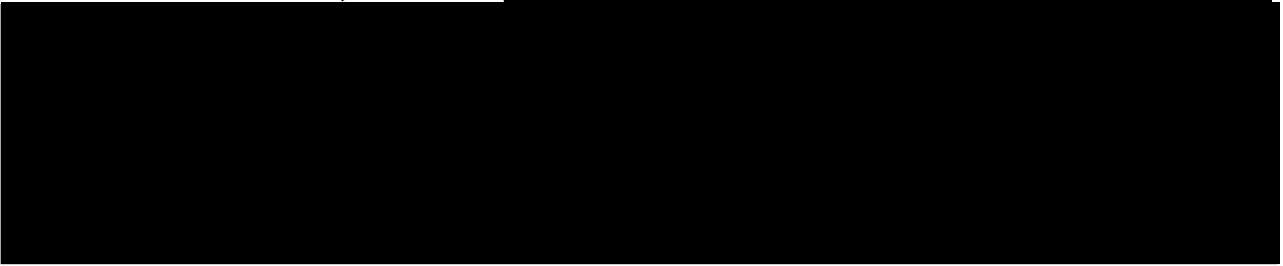
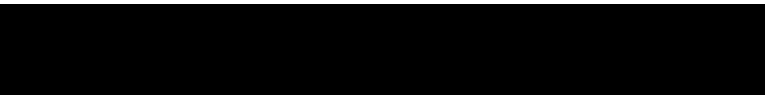
[REDACTED] but owning a sneaker

company [REDACTED]

[REDACTED]



83. After Williamson received his *Hobbs and Shaw* compensation on May 30, 2019, and after Ms. Ford emailed Williamson [REDACTED] on May 31, 2019 with the additional global branding partnership summaries/offers she and Prime Sports secured on Williamson's behalf, later that day on May 31, 2019 Williamson sent Ms. Ford, using his mother's email, an email terminating Ms. Ford and Prime Sports. See Exhibit "V", *supra*.



84. On May 31, 2019 at 9:17pm, Metelus, [REDACTED]

[REDACTED] texted Ms. Ford seeking to speak with her about Williamson [REDACTED]



85. On June 5, 2019, Williamson [REDACTED] emailed [REDACTED] forwarding Ms. Ford's May 31, 2019 email with the attached strategic global branding partnership summaries and offers she and Prime Sports secured for Williamson including with Mercedes Benz and Puma. See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

86. By June 5, 2019, [REDACTED]

[REDACTED]

[REDACTED]

87. After terminating Ms. Ford and Prime Sports and after signing with CAA, Williamson consummated with CAA, [REDACTED] s for Williamson's financial compensation with companies from Ms. Ford's and Prime Sports' strategic global branding partnership summaries and from the secured offers Ms. Ford negotiated and obtained for Williamson, as well as, those from Prime Sports' strategic global Brand Management Strategy, strategic global branding partnership alignments/Partnership Summaries/offers and strategic global branding ideas/formulas/concepts/themes and the like, to wit: [REDACTED]

[REDACTED] See Exhibit [REDACTED]

[REDACTED]

[REDACTED]

88. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


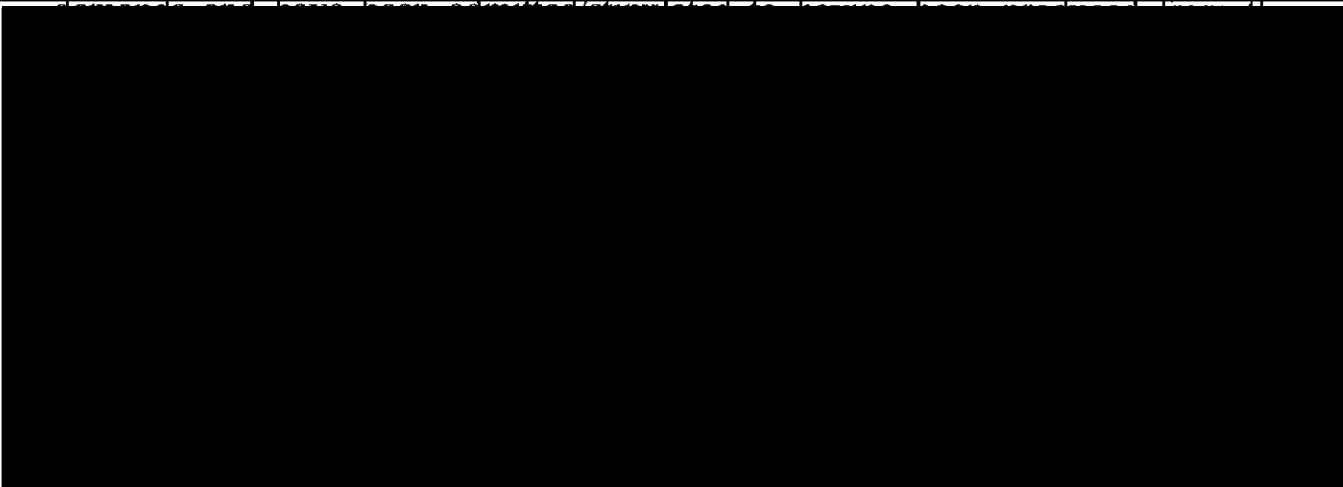
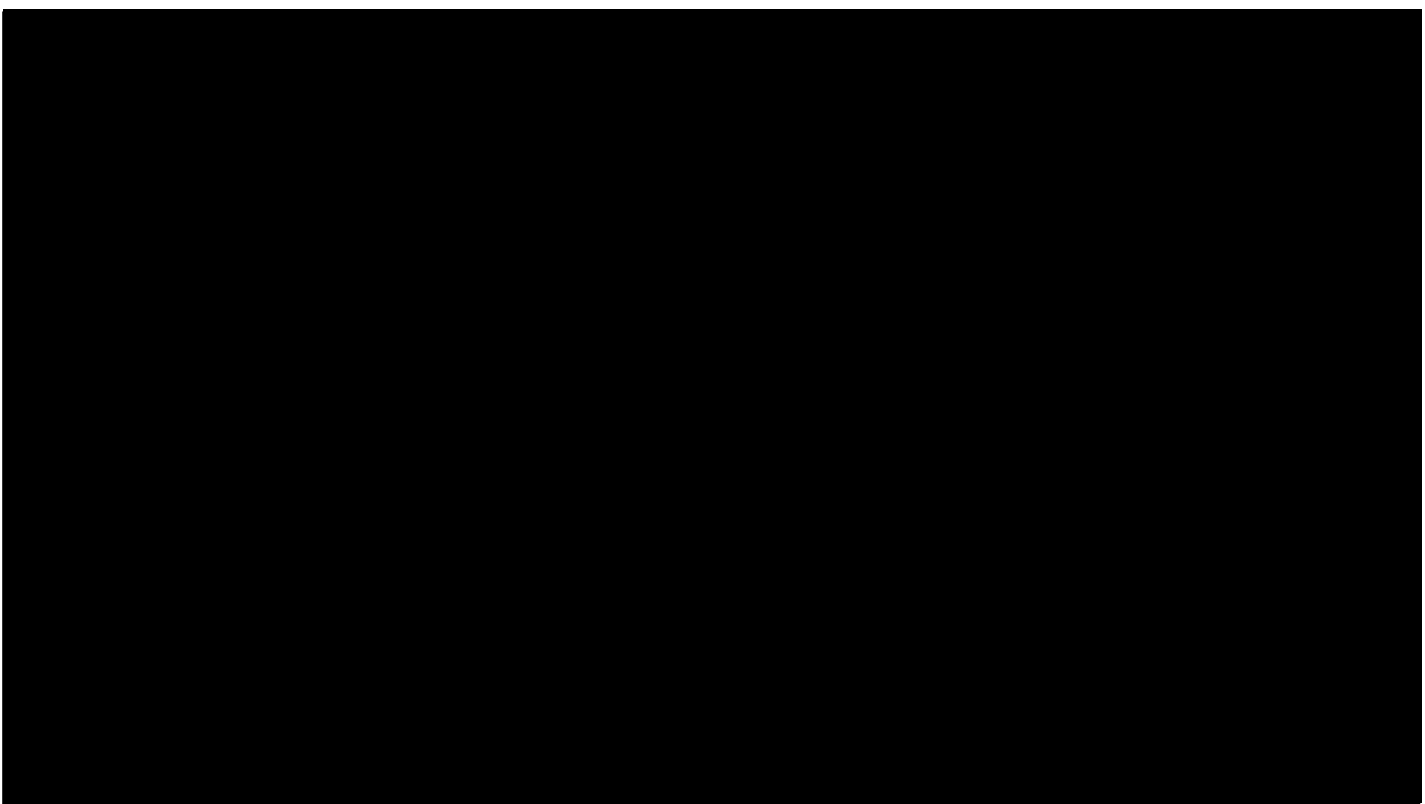
92. To present date, neither Williamson [REDACTED] has compensated Ms. Ford any monies from Williamson's [REDACTED] contracts, including any extensions/renewals, with [REDACTED]

[REDACTED] See Ms. Ford's and Prime Sports' Answer to Plaintiff's First Amended Complaint with Affirmative Defenses and Counterclaims with attached Exhibits at DE 32; see also, Exhibit [REDACTED] see also, Exhibit [REDACTED]

[REDACTED]

93. Defendants/Counter-Plaintiffs further incorporate by reference, submit and refer to this Honorable Court, as if more fully set forth at length herein, each and every allegation contained in Ms. Ford's and Prime Sports' Counterclaims against Williamson, and the Exhibits attached thereto, in further support of Ms.

Ford's and Prime Sports' Motion for Summary Judgment and as part of their Local Rule 56.1 Statement of Undisputed Material Facts herein. See DE 32.



As such, it is undisputed that these Exhibits are proper proof/evidence in admissible form and/or proper citations to the Record and

are properly submitted herein in support of Defendants'/Counter-Plaintiffs' within motion for summary judgment. See FRCP 56(c)(1)(A).

Dated: February 11, 2022

Respectfully submitted,

/s/ JoAnn Squillace, Esq.
JoAnn Squillace*
jsquillace@dswinlaw.com
DRUMMOND & SQUILLACE, PLLC
Attorneys for Defendants/Counter-Plaintiffs
PRIME SPORTS MARKETING, LLC
and GINA FORD
175-61 Hillside Avenue, Suite 205
Jamaica, New York 11432
Tel: (718) 298-5050; Fax: (718) 298-5554
**Local Rule 83.1(d) Special Appearance*

/s/ Stephen L. Drummond, Esq.
Stephen L. Drummond*
sdrummond@dswinlaw.com
DRUMMOND & SQUILLACE, PLLC
Attorneys for Defendants/Counter-Plaintiffs
PRIME SPORTS MARKETING, LLC
and GINA FORD
175-61 Hillside Avenue, Suite 205
Jamaica, New York 11432
Tel: (718) 298-5050; Fax: (718) 298-5554
**Local Rule 83.1(d) Special Appearance*

/s/ Willie E. Gary, Esq.

Willie E. Gary*

weg@williegary.com

GARY, WILLIAMS, PARENTI, WATSON
& GARY, PLLC

Attorneys for Defendants/Counter-Plaintiffs
PRIME SPORTS MARKETING, LLC
and GINA FORD

221 E. Osceola Street

Stuart, Florida 34994

(772) 283-8260

**Local Rule 83.1(d) Special Appearance*

/s/ Larry A. Strauss, Esq.

Larry A. Strauss*

larry@williegary.com

GARY, WILLIAMS, PARENTI, WATSON
& GARY, PLLC

Attorneys for Defendants/Counter-Plaintiffs
PRIME SPORTS MARKETING, LLC
and GINA FORD

221 E. Osceola Street

Stuart, Florida 34994

(772) 283-8260

**Local Rule 83.1(d) Special Appearance*

/s/ Alvin L. Pittman, Esq.

Alvin L. Pittman

(N.C. Bar No. 8460)

office@apittman-law.com

Law Offices of Alvin L. Pittman

Attorneys for Defendants/Counter-Plaintiffs
PRIME SPORTS MARKETING, LLC
and GINA FORD

Airport Center Building

5901 W Century Boulevard, Suite 412

Los Angeles, California 90045

(310) 337-3077; (310) 337-3080(fax)

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF NORTH CAROLINA**

Civil Action No.: 1:19-cv-00593-LCB-JLW

ZION WILLIAMSON,

Plaintiff/Counter-Defendant

v.

PRIME SPORTS MARKETING, LLC, and GINA FORD,

Defendants/Counter-Plaintiffs.

**DEFENDANTS'/COUNTER-PLAINTIFFS' PRIME SPORTS
MARKETING, LLC'S AND GINA FORD'S
LOCAL RULE 56.1 STATEMENT OF UNDISPUTED MATERIAL FACTS**

GARY, WILLIAMS, PARENTI, WATSON & GARY, PLLC
21 E. Osceola Street
Stuart, Florida 34994-2213
(772) 283-8260; (772) 220-3343(fax)

LAW OFFICE OF ALVIN L. PITTMAN
Airport Center Building
5901 W. Century Blvd., Suite 412
Los Angeles, California 90045
(310) 337-3077; (310) 337-3080(fax)

DRUMMOND & SQUILLACE, PLLC
175-61 Hillside Avenue, Suite 205
Jamaica, New York 11432
(718) 298-5050; (718) 298-554(fax)

**ATTORNEYS FOR DEFENDANTS/COUNTER-PLAINTIFFS
PRIME SPORTS MARKETING, LLC AND GINA FORD**